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15 Attorneys for The Roman Catholic
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17 UNITED STATES BANKRUPTCY COURT
18 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION
19

20 In re:
21 THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO,
22
23 Debtor and Debtor In
Possession.

Case No. 23-30564

Chapter 11

**SECOND STIPULATION CLARIFYING
LANGUAGE IN STIPULATED
PROTECTIVE ORDER ENTERED
DECEMBER 18, 2023 (DKT. NO. 374)**

No Hearing Requested

Judge: Hon. Dennis Montali

Case No. 23-30564

1 This stipulation (the “Stipulation”) clarifying and amending language in the *Stipulated*
2 *Protective Order* [Dkt. No. 374] (the “Standing Protective Order”) is entered into by and among
3 The Roman Catholic Archbishop of San Francisco (the “RCASF” or the “Debtor”), the Archdiocese
4 of San Francisco Parish, School and Cemetery Juridic Persons Capital Assets Support Corporation
5 (“CASC”), Sacred Heart Cathedral Preparatory (“SHCP”), Junipero Serra High School (“J. Serra”),
6 Archbishop Riordan High School (“Riordan”), Marin Catholic High School (“Marin Catholic”), St.
7 Patrick’s Seminary and University (“STPSU”), the Official Committee of Unsecured Creditors (the
8 “Committee”), and Berkeley Research Group, LLC (“BRG”), and collectively with the Debtor,
9 CASC, SHCP, J. Serra, Riordan, Marin Catholic, and STPSU, the “Parties,” and individually, each,
10 a “Party”), who state as follows:

11 **WHEREAS:**

12 A. The Committee has requested a copy of the complete SQL backup file (.BAK) from
13 the SQL Server for the Serenic accounting system, which is the Debtor’s legacy, non-operational
14 Serenic accounting system database and related data (the “Legacy Database”), and was previously
15 used by the Debtor and certain non-debtor entities for whom the Debtor acted as IT administrator;

16 B. The Legacy Database is a static, historical copy created when the Debtor and certain
17 non-debtors transitioned to a new system, and contains commingled data from both the Debtor and
18 non-debtor entities;

19 C. The Legacy Database is currently only accessible to the Debtor, and the Debtor no
20 longer maintains active licenses for the Serenic system; and

21 D. The Parties desire that the Court enter an order amending the Standing Protective
22 Order, in the form submitted herewith as Exhibit 1, to incorporate the terms and conditions of this
23 Stipulation.

24 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT:**

25 1. **Limited Production:** The Debtor shall provide BRG only, the Committee’s financial
26 advisor, with a backup copy (.bak) of the Legacy Database in its current form, subject to the
27 conditions set forth herein.

28

1 2. **License Compliance and Technical Requirements:** (a) BRG shall be solely
2 responsible for obtaining and maintaining any necessary software licenses, access rights, or other
3 technical requirements (the “Licenses”) needed to access, view, or otherwise utilize the Legacy
4 Database; (b) the Debtor makes no representations regarding the accessibility, functionality, or
5 technical requirements of the Legacy Database; and (c) the Parties shall not object to the fees or
6 expenses that BRG or Committee counsel incur in order to obtain and maintain any such Licenses
7 and to access the Legacy Database

8 3. **Scope and Use Restrictions:** (a) the Legacy Database shall be produced on a “BRG
9 Eyes Only” basis and may only be accessed by BRG personnel (including any independent
10 contractors); and (b) any analysis, reports, or summaries created or derived from the Legacy
11 Database must be designated as “Confidential” under the Standing Protective Order as clarified by
12 this Stipulation. Notwithstanding the foregoing, (a) the Committee and its counsel may view and
13 discuss with BRG any analyses, reports, or summaries (the “Analyses”) that BRG creates from
14 information obtained from the Legacy Database; (b) BRG shall not extract or use any personally
15 identifiable information (“PII”), including but not limited to PII such as the name of any donor, and
16 to the extent such PII is inadvertently included in any Analyses, BRG shall redact it from the
17 Analyses it shares with the Committee or Committee counsel; and (c) the Committee, through BRG
18 or otherwise, shall only extract and use financial information subject to the terms and conditions of
19 the Standing Protective Order.

20 4. **No Waiver:** (a) the production of the Legacy Database shall not constitute a waiver
21 of any applicable privilege, protection, or right, including but not limited to attorney-client privilege,
22 work product protection, or third-party rights; (b) this non-waiver provision applies to any
23 information contained within the Legacy Database, whether or not such information can be
24 segregated or identified at the time of production; (c) the protection extends to any metadata,
25 structure, or other technical aspects of the Legacy Database; (d) no privilege log or other
26 identification of protected information within the Legacy Database shall be required; and (e) the
27
28

1 non-waiver protection shall survive any termination of this Stipulation or the Standing Protective
2 Order.

3 5. **Third-Party Rights:** (a) nothing in this Stipulation shall affect the rights of any non-
4 debtor entity that is not a Party to this Stipulation but whose data may be contained within the
5 Legacy Database; (b) BRG shall treat all non-debtor data with the same level of confidentiality as
6 Debtor's data; and (c) BRG shall not contact any donors to any of the Parties without the consent of
7 the relevant Party.

8 6. **Standing Protective Order:** Except as expressly modified herein, all provisions of
9 the Standing Protective Order entered on December 18, 2023 [Dkt. No. 374] remain in full force
10 and effect.

11 Dated: May 16, 2025

FELDERSTEIN FITZGERALD WILLOUGHBY
PASCUZZI & RIOS LLP

13 By /s/ Paul J. Pascuzzi

14 PAUL J. PASCUZZI

JASON E. RIOS

15 THOMAS R. PHINNEY

16 Attorneys for The Roman Catholic
Archbishop of San Francisco

17
18 Dated: May 16, 2025

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

19 By /s/ Ori Katz

20 ORI KATZ

ALAN H. MARTIN

21 AMANDA L. COTTRELL *[admitted pro hac vice]*

22 Attorneys for The Roman Catholic
23 Archbishop of San Francisco

1 Dated: May 14, 2025


DIAMOND McCARTHY, LLP

2 By /s/ Christopher D. Johnson
3 ALLAN B. DIAMOND [admitted pro hac vice]
4 CHRISTOPHER D. JOHNSON [admitted pro hac
5 vice]

6 Attorneys for the Archdiocese of San Francisco Parish,
7 School and Cemetery Juridic Persons Capital Assets
8 Support Corporation

9 Dated: May 12, 2025

McDERMOTT, WILL & EMERY, LLP

10 By 
11 LISA LINSKY [admitted pro hac vice]
12 DARREN AZMAN [admitted pro hac vice]

13 Attorneys for Sacred Heart Cathedral Preparatory

14 Dated: May 12, 2025

BINDER MALTER HARRIS & ROME-BANKS LLP

15 By /s/ Robert G. Harris
16 ROBERT G. HARRIS

17 Attorneys for Junipero Serra High School, Archbishop
18 Riordan High School, and Marin Catholic High School

19 Dated: May 6, 2025

NIESAR & VESTAL LLP

20 By /s/ Peter C. Califano
21 PETER C. CALIFANO

22 Attorneys for The Roman Catholic Seminary of San
23 Francisco aka St. Patrick's Seminary & University

PACHULSKI STANG ZIEHL & JONES LLP

JAMES I. STANG

GILLIAN N. BROWN

BERKELEY RESEARCH GROUP, LLC

PAUL N. SHIELDS

MATTHEW K. BABCOCK

Case: 23-00564 Doc# 1187 Filed: 05/16/25 Entered: 05/16/25 15:52:55 Page 6 of 12
 SUPPLEMENTARY PROTECTIVE ORDER ENTERED DECEMBER 18, 2023

Exhibit 1

[Proposed Order]

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

In re:

THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO,

Debtor and Debtor In
Possession.

Case No. 23-30564

Chapter 11

Hon. Dennis Montali

**[PROPOSED] ORDER APPROVING
SECOND STIPULATION CLARIFYING
LANGUAGE IN STIPULATED
PROTECTIVE ORDER ENTERED
DECEMBER 18, 2023 (DKT. NO. 374)**

The Court having considered the *Second Stipulation Clarifying Language in Stipulated Protective Order (Dkt. No. 374)* (the “Stipulation”) filed with the Court on May 16, 2025, as ECF No. [●],

IT IS HEREBY ORDERED THAT:

1. The Stipulation is approved and entered as an order of this Court.
2. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

**** END OF [PROPOSED] ORDER ****

1 **Exhibit 1 to [Proposed] Order**

2
3 **Stipulation Clarifying Language in Stipulated Protective Order**
4 **Entered December 18, 2023**

5 This stipulation (the “Stipulation”) clarifying and amending language in the *Stipulated*
6 *Protective Order* [Dkt. No. 374] (the “Standing Protective Order”) is entered into by and among
7 The Roman Catholic Archbishop of San Francisco (the “RCASF” or the “Debtor”), the Archdiocese
8 of San Francisco Parish, School and Cemetery Juridic Persons Capital Assets Support Corporation
9 (“CASC”), Sacred Heart Cathedral Preparatory (“SHCP”), Junipero Serra High School (“J. Serra”),
10 Archbishop Riordan High School (“Riordan”), Marin Catholic High School (“Marin Catholic”), St.
11 Patrick’s Seminary and University (“STPSU”), the Official Committee of Unsecured Creditors (the
12 “Committee”), and Berkeley Research Group, LLC (“BRG”), and collectively with the Debtor,
13 CASC, SHCP, J. Serra, Riordan, Marin Catholic, and STPSU, the “Parties,” and individually, each,
14 a “Party”), who state as follows:

15 **WHEREAS:**

16 E. The Committee has requested a copy of the complete SQL backup file (.BAK) from
17 the SQL Server for the Serenic accounting system, which is the Debtor’s legacy, non-operational
18 Serenic accounting system database and related data (the “Legacy Database”), and was previously
19 used by the Debtor and certain non-debtor entities for whom the Debtor acted as IT administrator;

20 F. The Legacy Database is a static, historical copy created when the Debtor and certain
21 non-debtors transitioned to a new system, and contains commingled data from both the Debtor and
22 non-debtor entities;

23 G. The Legacy Database is currently only accessible to the Debtor, and the Debtor no
24 longer maintains active licenses for the Serenic system; and

25 H. The Parties desire that the Court enter an order amending the Standing Protective
26 Order, in the form submitted herewith as Exhibit 1, to incorporate the terms and conditions of this
27 Stipulation.

28 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT:**

1 7. **Limited Production:** The Debtor shall provide BRG only, the Committee’s financial
2 advisor, with a backup copy (.bak) of the Legacy Database in its current form, subject to the
3 conditions set forth herein.

4 8. **License Compliance and Technical Requirements:** (a) BRG shall be solely
5 responsible for obtaining and maintaining any necessary software licenses, access rights, or other
6 technical requirements (the “Licenses”) needed to access, view, or otherwise utilize the Legacy
7 Database; (b) the Debtor makes no representations regarding the accessibility, functionality, or
8 technical requirements of the Legacy Database; and (c) the Parties shall not object to the fees or
9 expenses that BRG or Committee counsel incur in order to obtain and maintain any such Licenses
10 and to access the Legacy Database

11 9. **Scope and Use Restrictions:** (a) the Legacy Database shall be produced on a “BRG
12 Eyes Only” basis and may only be accessed by BRG personnel (including any independent
13 contractors); and (b) any analysis, reports, or summaries created or derived from the Legacy
14 Database must be designated as “Confidential” under the Standing Protective Order as clarified by
15 this Stipulation. Notwithstanding the foregoing, (a) the Committee and its counsel may view and
16 discuss with BRG any analyses, reports, or summaries (the “Analyses”) that BRG creates from
17 information obtained from the Legacy Database; (b) BRG shall not extract or use any personally
18 identifiable information (“PII”), including but not limited to PII such as the name of any donor, and
19 to the extent such PII is inadvertently included in any Analyses, BRG shall redact it from the
20 Analyses it shares with the Committee or Committee counsel; and (c) the Committee, through BRG
21 or otherwise, shall only extract and use financial information subject to the terms and conditions of
22 the Standing Protective Order.

23 10. **No Waiver:** (a) the production of the Legacy Database shall not constitute a waiver
24 of any applicable privilege, protection, or right, including but not limited to attorney-client privilege,
25 work product protection, or third-party rights; (b) this non-waiver provision applies to any
26 information contained within the Legacy Database, whether or not such information can be
27 segregated or identified at the time of production; (c) the protection extends to any metadata,
28

1 structure, or other technical aspects of the Legacy Database; (d) no privilege log or other
2 identification of protected information within the Legacy Database shall be required; and (e) the
3 non-waiver protection shall survive any termination of this Stipulation or the Standing Protective
4 Order.

5 11. **Third-Party Rights:** (a) nothing in this Stipulation shall affect the rights of any non-
6 debtor entity that is not a Party to this Stipulation but whose data may be contained within the
7 Legacy Database; (b) BRG shall treat all non-debtor data with the same level of confidentiality as
8 Debtor's data; and (c) BRG shall not contact any donors to any of the Parties without the consent of
9 the relevant Party.

10 12. **Standing Protective Order:** Except as expressly modified herein, all provisions of
11 the Standing Protective Order entered on December 18, 2023 [Dkt. No. 374] remain in full force
12 and effect.

13 Dated: May 16, 2025

FELDERSTEIN FITZGERALD WILLOUGHBY
PASCUZZI & RIOS LLP

14 By

/s/ Paul J. Pascuzzi

PAUL J. PASCUZZI

JASON E. RIOS

THOMAS R. PHINNEY

Attorneys for The Roman Catholic
Archbishop of San Francisco

15 Dated: May 16, 2025

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

16 By

/s/ Ori Katz

ORI KATZ

ALAN H. MARTIN

AMANDA L. COTTRELL *[admitted pro hac vice]*

Attorneys for The Roman Catholic
Archbishop of San Francisco

1 Dated: May 14, 2025

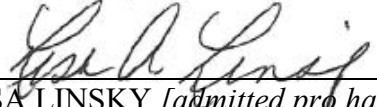
DIAMOND McCARTHY, LLP

2 By /s/ Christopher D. Johnson
3 ALLAN B. DIAMOND [admitted pro hac vice]
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5 vice]

6 Attorneys for the Archdiocese of San Francisco Parish,
7 School and Cemetery Juridic Persons Capital Assets
8 Support Corporation

9 Dated: May 12, 2025

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11 LISA LINSKY [admitted pro hac vice]
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13 Attorneys for Sacred Heart Cathedral Preparatory

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16 ROBERT G. HARRIS

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18 Riordan High School, and Marin Catholic High School

19 Dated: May 6, 2025

NIESAR & VESTAL LLP

20 By /s/ Peter C. Califano
21 PETER C. CALIFANO

22 Attorneys for The Roman Catholic Seminary of San
23 Francisco aka St. Patrick's Seminary & University

1 Dated: May 6, 2025

PACHULSKI STANG ZIEHL & JONES LLP

2

By /s/ Gillian N. Brown

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JAMES I. STANG

4

BRITTANY M. MICHAEL

5

GILLIAN N. BROWN

6

Attorneys for the Official Committee of Unsecured
Creditors

7 Dated: May 7, 2025

BERKELEY RESEARCH GROUP, LLC

8

By /s/ D. Ray Strong

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PAUL N. SHIELDS

10

D. RAY STRONG

11

MATTHEW K. BABCOCK

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Financial Advisor to the Official Committee of
Unsecured Creditors

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